

**MICROSOFT CORPORATION
EMPLOYEE NON-DISCLOSURE AGREEMENT**

EXHIBIT

A

1. **General.** As an employee of MICROSOFT CORPORATION, a Washington U.S.A. corporation ("MICROSOFT"), and in consideration of the compensation now and hereafter paid to me, I will devote my best efforts to furthering the best interests of MICROSOFT. During my employment I will not engage in any activity or investment (other than an investment of less than .01% of the shares of a company traded on registered stock exchange), that (a) conflicts with MICROSOFT's business interests, (b) occupies my attention so as to interfere with the proper and efficient performance of my duties at MICROSOFT, or (c) interferes with the independent exercise of my judgment in MICROSOFT's best interests.

2. **Non-Disclosure.** At all times during my employment and thereafter I will not disclose to anyone outside MICROSOFT nor use for any purpose other than my work for MICROSOFT a) any confidential or proprietary technical, financial, marketing, manufacturing, distribution or other technical or business information or trade secrets of MICROSOFT, including without limitation, concepts, techniques, processes, methods, systems, designs, circuits, cost data, computer programs, formulas, development or experimental work, work in progress, customers and suppliers, or b) any information MICROSOFT has received from others which MICROSOFT is obligated to treat as confidential or proprietary. I will also not disclose any confidential or proprietary information to anyone inside MICROSOFT except on a "need-to-know" basis. If I have any questions as to what comprises such confidential or proprietary information or trade secrets, or to who if anyone it may be disclosed, I will consult with my manager.

3. **Assignment of Inventions.** I will make prompt and full disclosure to MICROSOFT, will hold in trust for the sole benefit of MICROSOFT, and will assign exclusively to MICROSOFT all my right, title, and interest in and to any and all inventions, discoveries, designs, developments, improvements, copyrightable material, and trade secrets (collectively herein "Inventions") that I, solely or jointly, may conceive, develop, or reduce to practice during the period of time I am in the employ of MICROSOFT. I hereby waive and quitclaim to MICROSOFT any and all claims of any nature whatsoever that I now or hereafter may have for infringement of any patent resulting from any patent applications for any Inventions so assigned to MICROSOFT.

My obligation to assign shall not apply to any Invention about which I can prove that:

- a) it was developed entirely on my own time; and
- b) no equipment, supplies, facility, services, or trade secret information of MICROSOFT was used in its development; and
- c) it does not relate (i) directly to the business of MICROSOFT or (ii) to the actual or demonstrably anticipated research or development of MICROSOFT; and
- d) it does not result from any work performed by me for MICROSOFT.

I will assign to MICROSOFT or its designee all my right, title, and interest in and to any and all Inventions full title to which may be required to be in the United States by any contract between MICROSOFT and the United States or any of its agencies.

4. **Excluded and Licensed Inventions.** I have attached hereto a list describing all Inventions belonging to me and made by me prior to my employment with MICROSOFT that I wish to have excluded from this Agreement. If no such list is attached, I represent that there are no such Inventions. If in the course of my employment at MICROSOFT, I use in or incorporate into or permit MICROSOFT to use in or incorporate into a released or unreleased MICROSOFT product, program, process, or machine, an Invention owned by me or in which I have an interest, MICROSOFT is hereby granted and shall have an exclusive royalty-free, irrevocable, worldwide license to make, have made, use, and sell that Invention without restriction as to the extent of my ownership or interest.

5. **Applications for Copyrights and Patents.** I will execute any proper oath or verify any proper document in connection with carrying out the terms of this Agreement. If, because of my mental or physical incapacity or for any other reason whatsoever, MICROSOFT is unable to secure my signature to apply for or to pursue any application for any United States or foreign patent or copyright covering Inventions assigned to MICROSOFT as stated above, I hereby irrevocably designate and appoint MICROSOFT and its duly authorized officers and agents as my agent and attorney in fact, to act for me and in my behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of U.S. and foreign patents and copyrights thereon with the same legal force and effect as if executed by me. I will testify at MICROSOFT's request and expense in any interference, litigation, or other legal proceeding that may arise during or after my employment.

6. **Third Party Information.** I recognize that MICROSOFT has received and will receive confidential or proprietary information from third parties subject to a duty on MICROSOFT's part to maintain the confidentiality of such information and to use it only for certain limited purposes. I will not use or disclose such confidential or proprietary information except as necessary in carrying out my work for MICROSOFT and consistent with MICROSOFT's agreement with such third party.

7. **Prior Employer Information.** During my employment at MICROSOFT I will not use improperly or disclose any confidential or proprietary information or trade secrets of my former or current employers, principals, partners, co-venturers, clients, customers, or suppliers of the vendors or customers of such persons or entities and I will not bring onto the premises of

MICROSOFT any unpublished document or any property belonging to any such persons or entities without their consent. I will not violate any non-disclosure or proprietary rights agreement I might have signed in connection with any such person or entity.

8. **Term of Employment.** I acknowledge that my employment will be of indefinite duration and that either MICROSOFT or I will be free to terminate this employment relationship at will and at any time with or without cause. I also acknowledge that any representations to the contrary are unauthorized and void, unless contained in a formal written employment contract signed by an officer of MICROSOFT.

9. **Return of Materials.** At the time I leave the employ of MICROSOFT, I will return to MICROSOFT all papers, drawings, notes, memoranda, manuals, specifications, designs, devices, documents, diskettes and tapes, and any other material on any media containing or disclosing any confidential or proprietary technical or business information. I will also return any keys, pass cards, identification cards or other property belonging to MICROSOFT.

10. **Non-Competition.** For a period of one year after termination of my employment, I will not accept employment or engage in activities directly or indirectly competitive with products (including actual or demonstrably anticipated research or development) on which I worked or about which I learned proprietary or confidential or trade secret information while employed at MICROSOFT.

11. **Non-Solicitation.** While employed at MICROSOFT and for a period of one year from the termination of my employment I will not induce or attempt to influence directly or indirectly any employee of MICROSOFT to terminate his employment with MICROSOFT or to work for me or any other person or entity.

12. **Reimbursement.** I hereby authorize MICROSOFT to withhold from any monies due to me from MICROSOFT at or following the time of termination of my employment (including without limitation salary, bonus, commissions, expense reimbursement, ESPP refunds, etc.) any amounts which I owe to MICROSOFT (including without limitation amounts for personal expenses charged to my AMEX or other credit cards, phone cards, cash advances, etc.). Further, MICROSOFT may condition the exercise of any stock options by requiring me to simultaneously sell a sufficient number of shares to generate cash required to repay any such amounts owed to MICROSOFT.


13. **Personal Property.** I agree that MICROSOFT will not be responsible for loss of, disappearance, or damage to personal property on MICROSOFT premises, or if applicable, on residential premises subsidized by MICROSOFT (including apartments or temporary housing). I hereby release, discharge, and hold MICROSOFT harmless from any and all claims relating to loss of, disappearance, or damage to such personal property.

14. **Equitable Relief.** I acknowledge that any violation of this Agreement by me will cause irreparable injury to MICROSOFT, and MICROSOFT shall be entitled to extraordinary relief in court, including, but not limited to, temporary restraining orders, preliminary injunctions, and permanent injunctions, without the necessity of posting bond or security.

15. **Attorneys' Fees.** If court proceedings are required to enforce any provision of this Agreement, the prevailing party shall be entitled to an award of reasonable and necessary expenses of litigation, including reasonable attorneys' fees.

16. **Entire Agreement.** I agree that this Agreement shall be governed for all purposes by the laws of the State of Washington as such law applies to contracts to be performed within Washington by residents of Washington and that venue for any action arising out of this Agreement shall be properly laid in King County, Washington or in the Federal District Court for the Western District of Washington. If any provision of this Agreement shall be declared excessively broad, it shall be construed so as to afford MICROSOFT the maximum protection permissible by law. If any provision of this Agreement is void or is so declared, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect. This Agreement sets forth the entire Agreement of the parties as to my employment at MICROSOFT and any representations, promises, or conditions in connection therewith not in writing and signed by both parties shall not be binding upon either party. The terms and conditions of this Agreement shall survive termination of my employment.

HAVING READ AND FULLY UNDERSTOOD THIS AGREEMENT, I have signed my name this 22 day of July, 1996.


Signature
Yaron Y. Golanc
Name (Print)

Inventions listed on attached: X Yes No


MICROSOFT Corporation Witness

LIST OF INVENTIONS

MICROSOFT CORPORATION EMPLOYEE NON-DISCLOSURE AGREEMENT
(CONTINUED)

Pursuant to paragraph four of the Microsoft Corporation Employee Non-Disclosure Agreement ("Agreement") the following invention(s) was created by the undersigned prior to employment with Microsoft Corporation and therefore is excluded from this Agreement:

Name of InventionDescription

HRME

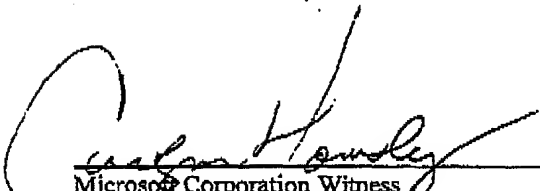
a software base multicast/distribution tree algorithm

MCP

object oriented compression

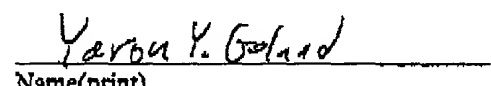
a distributed operational environment
a method to reduce information transmission by using reference models for compression

Internet/10x

a distributed environment to support
information distribution & commercial operation on a network.

 Microsoft Corporation Witness

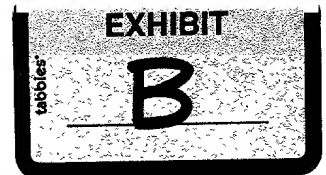

 Employee Signature


 Name(print)


 Name(print)

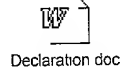

 Date


 Date



Stephen Wight

From: Danielle Johnston
Sent: Tuesday, April 10, 2001 1:41 PM
To: modulus@cinenet.net
Cc: Melinda Pallemarts
Subject: Patent on UPnP Branding (MS 142331.1)



Hi Yaron -

You may recall that before you left Microsoft you did a patent disclosure on your idea for UPnP Branding. We have now drafted a patent application, which we would like to file with the US Patent Office, covering this idea. Mike Zintel identified you as the sole inventor of the idea and Bernard Aboba has reviewed the draft application.

Generally, the patent application is directed to initializing devices on an open network to establish "trust webs" or sub-group of devices on the network authorized to interact with each other. Branding is electronically imprinting a device with its initial trust group information to properly interact in a trust web with other members of the network. The initialization information may include a name, a public key, a private key and a set of certificates the device will need to inter-operate with other trust group devices that form the trust web. A branding device conveys the initial information to the device via a limited access network interface or via a broadcast network with the device enclosed in a wave guide and/or Faraday cage.

Here's a copy of the application (with drawings):

<<27671.doc>> <<53699 drawings.vsd>>

We would appreciate any comments you have on the patent application. Also, to facilitate filing the patent, we would appreciate your cooperation in signing the formal papers associated with the application (attached). The first document is a Declaration which states that you are the inventor of the subject matter in the patent. The second document is an Assignment which, consistent with the employment agreement you signed with Microsoft, assigns your rights in the invention to Microsoft. Just in case you forgot the address :, you can return the papers to me at:

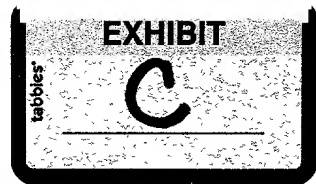
Danielle Johnston Holmes
Microsoft Corp
One Microsoft Way
Redmond, WA 98052-6399

<<Declaration.doc>> <<Assignment.doc>>

If you have any questions, feel free to contact me by email or at (425) 936-1651.

Thanks,
Danielle

0988491.061501



Stephen Wight

From: Danielle Johnston
Sent: Thursday, May 17, 2001 1:29 PM
To: Yaron Y. Goland
Cc: Melinda Pallemmaerts
Subject: RE: Patent on UPnP Branding (MS 142331.1)



I'm glad to hear things are going well for you at your new company.

I'm not sure its productive for us to engage in a debate about what's patentable as we believe that this patent claims an innovation over the prior art. Please let me know whether you will sign the formal papers associated with this patent. I've attached them here for your convenience.

Thanks,
Danielle

<<Declaration.doc>> <<Assignment.dot>>

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